## Case 19-24152-JAD Doc 30 Filed 11/24/19 Entered 11/25/19 00:42:44 Desc Imaged Certificate of Notice Page 1 of 10

Debtor 1	Gary First Name	M.	Fieber	[		eck if this is		
	First Name	Middle Name	Last Name		•	n, and list b ctions of the		
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name			en changed		triat riavo
Inited States Ba	nkruptov Court for the	e Western District of Pe	ennsylvania					
		, Western District of the	nnisyivania					
Case number if known)	r <u>19-24152</u>							
		<u>Pennsylvani</u>						
Chapter	<i>:</i> 13 Plan	Dated: Nov	rember 21, 2019					
Part 1: Not	iaaa							
o Debtors:	ices	out options that n	asy bo appropriate	o in come cases, but the pres	ance of	an ontion o	n tha	form doos r
o Deptors:	indicate that th	ne option is appro	priate in your circ	e in some cases, but the pres- cumstances. Plans that do n plan control unless otherwise o	ot comp	oly with loca	al rul	
	In the following r	notice to creditors, y	ou must check each	h box that applies.				
o Creditors:	YOUR RIGHTS	MAY BE AFFECTE	D BY THIS PLAN.	YOUR CLAIM MAY BE REDUC	CED, MO	DIFIED, OR	ELIM	INATED.
		I this plan carefully a ay wish to consult or	•	our attorney if you have one in t	his bank	ruptcy case.	If you	ı do not have
	ATTORNEY MU THE CONFIRM, PLAN WITHOU ADDITION, YOU	JST FILE AN OBJE ATION HEARING, T FURTHER NOTIC J MAY NEED TO FI	ECTION TO CONFI UNLESS OTHERV CE IF NO OBJECTI ILE A TIMELY PRO	YOUR CLAIM OR ANY PROVIRMATION AT LEAST SEVEN WISE ORDERED BY THE COLION TO CONFIRMATION IS FILE OF OF CLAIM IN ORDER TO EDECTORS) must check one bo	(7) DAY IRT. TH ED. SE BE PAID	S BEFORE I IE COURT I E BANKRUF UNDER ANY	THE I	DATE SET F CONFIRM TI RULE 3015. N.
	includes each		ems. If the "Inclu	ided" box is unchecked or bo				
A 11 12	the amount of an			3, which may result in a partia		Included	•	Not Include
payment	or no payment such limit)		reditor (a separa	ite action will be required to			•	
payment effectuate  Avoidance	such limit) of a judicial lien	or nonpossessory on will be required	, nonpurchase-mo	oney security interest, set out		Included	•	Not Include
payment effectuate  Avoidance Section 3.4	such limit) of a judicial lien	on will be required	, nonpurchase-mo	oney security interest, set out	n C	Included Included		
payment effectuate  Avoidance Section 3.4	such limit) of a judicial lien 4 (a separate actio	on will be required	, nonpurchase-mo	oney security interest, set out	n C		•	
payment effectuate  Avoidance Section 3.4  Nonstanda	such limit) of a judicial lien (a separate action ard provisions, se	on will be required	, nonpurchase-mo	oney security interest, set out	n C		•	
payment effectuate  Avoidance Section 3.4  Nonstanda	such limit) of a judicial lien (a separate action ard provisions, se	on will be required t out in Part 9	, nonpurchase-mo	oney security interest, set out	n C		•	
payment effectuate  Avoidance Section 3.4  Nonstanda  art 2: Pla	such limit) of a judicial lien (a separate action of provisions, set of provisions and provisions are provisions and provisions and provisions and provisions are provisions and provisions and provisions are provisions and provisions and provisions are provisions are provided and provisions are provided and provisions are provided and provisions are provided and provided and provided and provided and provided are provided and provided and provided and provided are provided and provided are provided and provided and provided are provided and provided and provided are provided are provided and provided are provided and provided are provided and provided are provided and provided are provided are provided and provided are provided and provided are provided and provided are provided are provided are provided and provided are provided are provided are provided are provided are provided are pro	on will be required t out in Part 9	, nonpurchase-mo to effectuate such	oney security interest, set out	n C		•	
payment effectuate 2 Avoidance Section 3.4 3 Nonstanda art 2: Pla Debtor(s) will Total amount of	such limit) of a judicial lien t (a separate action and provisions, set an Payments and make regular pay	on will be required t out in Part 9 d Length of Plan	, nonpurchase-mo to effectuate such	oney security interest, set out	in C	Included	•	Not Include
payment effectuate  Avoidance Section 3.4  Nonstanda  Pla  Debtor(s) will  Total amount of follows:	such limit) of a judicial lien t (a separate action and provisions, set an Payments and make regular pay	t out in Part 9  d Length of Plan  ments to the trusto	ee:	oney security interest, set out in limit)	n C	Included	•	Not Include
payment effectuate  Avoidance Section 3.4  Nonstanda  art 2: Pla  Debtor(s) will	such limit) of a judicial lien (a separate action of provisions, set of provisions, set of provisions and of provisions and of \$6,075.00	t out in Part 9  d Length of Plan  ments to the trusto  per month for a  chment Directly by	ee:	oney security interest, set out in limit)  rm of 60 months shall be p	n C	Included	•	Not Include  Not Include
payment effectuate Avoidance Section 3.4 Nonstanda  Total amount of follows: Payments	such limit) of a judicial lien of a judicial lien of (a separate action and provisions, set on Payments and make regular pay of \$6,075.00  By Income Attack	t out in Part 9  d Length of Plan  ments to the trusto  per month for a  chment Directly by	ee: a remaining plan te	oney security interest, set out in limit)  erm of 60 months shall be put by Automated Bank Transfe	n C	Included	•	Not Include

## Deltase 19 241ର Doc 30 Filed 11/24/19 Entered 11/25/19 90 ଅଧି ଅଧି Imaged Certificate of Notice Page 2 of 10

	Unpaid Filing Fees available funds.	. The balance of \$	sha	ll be fully paid by	y the Trustee to	the Clerk o	of the Bankruptcy	y Court from the first
	Check one.							
	None. If "None" is o	checked, the rest of Sect	ion 2.2 need not b	e completed or	reproduced.			
		make additional payme feach anticipated payme		ee from other s	sources, as spe	cified belo	w. Describe the	e source, estimated
2.3		pe paid into the plan (pources of plan funding			y the trustee b	ased on t	he total amoun	it of plan payments
Pa	rt 3: Treatment of	Secured Claims						
					<b>-</b>			
3.1	Maintenance of payme	nts and cure of default	t, if any, on Long-	Term Continui	ng Debts.			
	Check one.							
	None. If "None" is o	checked, the rest of Sect	ion 3.1 need not b	e completed or	reproduced.			
The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the tarrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from to ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.					bursed by the tro If relief from th , all payments u	ustee. Any existing le automatic stay is		
	Name of creditor	Col	llateral		Current installm	ent	Amount of arrearage (if	Start date (MM/YYYY)
					paymen		any)	,
	Select Portfolio Ser		2 Golden Eagle Dr netia, PA 15367	ive	<b>paymen</b> (includin	t	. • •	, ,
		Vicing Ve		ive	<b>paymen</b> (includin	t g escrow)	. • •	
	Select Portfolio Ser  Insert additional claims a	Vicing Ve		ive	<b>paymen</b> (includin	t g escrow)	. • •	
3.2		as needed.	netia, PA 15367		paymen (includin \$4,9	t g escrow) 905.83	any)	
3.2	Insert additional claims a	as needed.	netia, PA 15367		paymen (includin \$4,9	t g escrow) 905.83	any)	
3.2	Request for valuation of Check one.  None. If "None" is of	as needed.	netia, PA 15367	nims, and modi	paymen (includin \$4,9	t g escrow) 905.83	any)	
3.2	Insert additional claims a  Request for valuation of Check one.  None. If "None" is of	vicing Ve	netia, PA 15367  fully secured cla	<b>nims, and modi</b> e completed or	paymen (includin \$4,5	g escrow) 905.83	any)	
3.2	Request for valuation of the check one.  None. If "None" is of the remainder of the check of the check of the check of the check one.	of security, payment of checked, the rest of Sect	netia, PA 15367  fully secured cla ion 3.2 need not b	nims, and moding the completed or the completed or the complicable both the complete both the co	paymen (includin \$4,9  fication of under reproduced.	t g escrow) 905.83 ersecured	any)  claims.  checked.	
3.2	Request for valuation of the remainder of the control of the contr	of security, payment of checked, the rest of Sect his paragraph will be equest, by filing a separ listed below, the debtor	fully secured classion 3.2 need not be ffective only if the cate adversary process; state that the	nims, and modified completed or the applicable books becomeding, that the value of the second	paymen (includin \$4,9  fication of under reproduced.  ox in Part 1 of the the court determine	g escrow) 905.83  Prsecured  Dis plan is the valuation of the valuation of the valuation of the valuation of the control of the valuation of t	claims.  checked.  e of the secured set out in the co	d claims listed
3.2	Insert additional claims a  Request for valuation of the control o	of security, payment of checked, the rest of Sectific Paragraph will be equest, by filing a separal listed below, the debtor of For each listed claim, the declaim that exceeds the secured claim is listed below.	fully secured classion 3.2 need not be fective only if the sate adversary process state that the the value of the sale amount of the selow as having no	nims, and modified completed or the applicable books occeeding, that the value of the secured claim will secured claim will secured claim will secured claim will secured the creen and	paymen (includin  \$4,5  fication of under reproduced.  ox in Part 1 of the court determine the court determine the paid in full will be treated as ditor's allowed of	g escrow) 205.83	claims.  checked.  e of the secured at the rate state ared claim under the treated in its	d claims listed  olumn headed  d below.  Part 5. If the
3.2	Insert additional claims a  Request for valuation of the control o	of security, payment of checked, the rest of Sectific Paragraph will be equest, by filing a separal listed below, the debtor of For each listed claim, the declaim that exceeds the secured claim is listed below.	fully secured classion 3.2 need not be fective only if the sate adversary process state that the the value of the sale amount of the selow as having no	nims, and modified completed or the applicable books occeeding, that the value of the secured claim will secured claim will secured claim will secured claim will secured the creen and	paymen (includin  \$4,5  fication of under reproduced.  ox in Part 1 of the court determine the court determine the paid in full will be treated as ditor's allowed of	g escrow) 205.83	checked.  set out in the coat the rate state ared claim under the treated in its roceeding).	d claims listed  olumn headed  d below.  Part 5. If the

Insert additional claims as needed.

# D® 19 24 15 24 15 2 24 15 2 24 15 2 24 15 2 24 15 2 24 15 2 24 15 2 24 15 2 24 15 2 24 15 2 24 15 2 24 15 2 24 15 2 24 15 2 24 15 2 24 15 2 2

3.3	Secured claims excluded from 11 U.S.C. § 506.									
	Check one.	Check one.								
	None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced.									
	The claims listed below were either:									
	(1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or									
	(2) Incurred within one (1) year of the	(2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value.								
	These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee.									
	Name of creditor	Collateral	Amount of claim	Interest rate	Monthly payment to creditor					
	Credit Acceptance Corp.	2011 Chevrolet Impala	\$5,137.96	4	\$94.62					
	Insert additional claims as needed.		·		-					
3.4	Lien Avoidance.									
	Check one.									
	None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced.  The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.									
	debtor(s) would have been entitl the avoidance of a judicial lien or any judicial lien or security intere of the judicial lien or security inte	ory, nonpurchase-money security inte- ed under 11 U.S.C. § 522(b). The de- r security interest securing a claim list est that is avoided will be treated as a erest that is not avoided will be paid in the than one lien is to be avoided, provi	ebtor(s) will request, <b>by filing</b> ted below to the extent that it n unsecured claim in Part 5 t in full as a secured claim und	g a separate in impairs such to the extent all der the plan.	<b>notion</b> , that the court order exemptions. The amount of llowed. The amount, if any, See 11 U.S.C. § 522(f) and					
	Name of creditor	Collateral	Modified principal balance*	Interest rate	Monthly payment or pro rata					
			\$0.00	0%	\$0.00					
	Insert additional claims as needed.	_								
	*If the lien will be wholly avoided, inse	ert \$0 for Modified principal balance.								
3.5	Surrender of Collateral.									
	Check one.									
	None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.									
	confirmation of this plan the stay	to each creditor listed below the collar under 11 U.S.C. § 362(a) be termina y allowed unsecured claim resulting f	ated as to the collateral only	and that the s	tay under 11 U.S.C. § 1301					
	Name of creditor	Co	ollateral							
	Insert additional claims as needed.									

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 3 of 9

### Debres 19 24152 JAD Doc 30 Filed 11/24/19 Entered 11/25/1990.42.44 均径的maged Certificate of Notice Page 4 of 10

## 3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
Peters Twp School District	\$6,552.00	Municipal Lien	10	102 Golden Eagle Drive Venetia, PA 15367	2008-2011

Insert additional claims as needed.

\* The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

Part 4: **Treatment of Fees and Priority Claims** 

## 4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

## 4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if pro se) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

## 4.3 Attorney's fees.

Attorney's fees are payable to Thompson Law Group .	In addition to a retainer of \$1,20	)0.00 (of which \$ <u>0</u> was a
payment to reimburse costs advanced and/or a no-look costs deposit		
to be paid at the rate of \$250 per month. Including any retain	ner paid, a total of \$0 in	fees and costs reimbursement has been
approved by the court to date, based on a combination of the n	o-look fee and costs deposit and	previously approved application(s) for
compensation above the no-look fee. An additional $5,000.00$ wadditional amount will be paid through the plan, and this plan contain amounts required to be paid under this plan to holders of allowed unset an account of the plan to holders of allowed unset and the plan to holders of allowed unset allowed under the plan the plan to holder under the plan the plan to holder under the plan the p	ns sufficient funding to pay that ad	
Check here if a no-look fee in the amount provided for in Local Ba debtor(s) through participation in the bankruptcy court's Loss Mitig compensation requested, above).		

## 4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

Insert additional claims as needed.

### Filed 11/24/19 Entered 11/25/19:90:42:44 192:44 192:452 Imaged Doc 30 D@850 19+241502JAD Certificate of Notice Page 5 of 10 4.5 Priority Domestic Support Obligations not assigned or owed to a governmental unit.

		paying Domestic Support Obligations through existing state court order(s) and leaves this section bentinue paying and remain current on all Domestic Support Obligations through existing state court orders				
	Check here if this payment is for prepetition	arrearages only.				
	Name of creditor (specify the actual payee, e.g. SCDU)	. PA <b>Description</b>		Claim	Monthly payment or pro rata	
				\$0.00	\$0.00	
	Insert additional claims as needed.					
4.6	Domestic Support Obligations assigned or ov	wed to a governmental ເ	ınit and paid less tha	n full amount.		
	Check one.					
	None. If "None" is checked, the rest of Sect	tion 4.6 need not be comp	oleted or reproduced.			
	The allowed priority claims listed below a governmental unit and will be paid less the payments in Section 2.1 be for a term of 60 in	an the full amount of th	e claim under 11 U.S			
	Name of creditor		Amount of claim to	be paid		
				\$0.00		
	Insert additional claims as needed.					
4.7	Priority unsecured tax claims paid in full.					
	Name of taxing authority	Total amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods	
	Internal Revenue Service	\$11,206.02	Income			
	PA Department of Revenue	\$25,838.62	Income			

Insert additional claims as needed.

### DEERSE 1941F524JAD Certificate of Notice Page 6 of 10

Part 5:

**Treatment of Nonpriority Unsecured Claims** 

Nonpriority unsecured claims not separatel	y classified.						
Debtor(s) <b>ESTIMATE(S)</b> that a total of \$0	will be available for dis	tribution to nonpriority unsec	cured creditors.				
Debtor(s) <b>ACKNOWLEDGE(S)</b> that a <b>MINIMUM</b> of \$0 shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4).							
available for payment to these creditors under percentage of payment to general unsecured of allowed claims. Late-filed claims will not be	the plan base will be determ creditors is 0%. T paid unless all timely filed cla	ined only after audit of the pheception in the percentage of payment rooms in the paid in full.	olan at time of comple may change, based up Thereafter, all late-file	tion. The estimated on the total amount d claims will be paid			
Maintenance of payments and cure of any d	efault on nonpriority unsec	ured claims.					
Check one.							
None. If "None" is checked, the rest of Se	ction 5.2 need not be comple	ted or reproduced.					
The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage amount will be paid in full as specified below and disbursed by the trustee.							
Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)			
	\$0.00	\$0.00	\$0.00				
Insert additional claims as needed.							
Postpetition utility monthly payments.							
The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.							
Name of creditor	Monthly pay	yment Postpetit	ion account number				
	Debtor(s) <i>ACKNOWLEDGE(S)</i> that a <i>MINIML</i> alternative test for confirmation set forth in 11 to the total pool of funds estimated above is an available for payment to these creditors under percentage of payment to general unsecured of allowed claims. Late-filed claims will not be pro-rata unless an objection has been filed with included in this class.  Maintenance of payments and cure of any discrete contract of the debtor(s) will maintain the contractual which the last payment is due after the fir amount will be paid in full as specified below.  Name of creditor  Insert additional claims as needed.  Postpetition utility monthly payments.  The provisions of Section 5.3 are available monthly combined payment for postpetition util not change for the life of the plan. Should the amended plan. These payments may not residebtor(s) after discharge.	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of \$ 0 alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4).  The total pool of funds estimated above is NOT the MAXIMUM amount available for payment to these creditors under the plan base will be determ percentage of payment to general unsecured creditors is 0 %. T of allowed claims. Late-filed claims will not be paid unless all timely filed claims objection has been filed within thirty (30) days of filing the included in this class.  Maintenance of payments and cure of any default on nonpriority unsection.  None. If "None" is checked, the rest of Section 5.2 need not be completed which the last payment is due after the final plan payment. These payment which the last payment is due after the final plan payment. These payment will be paid in full as specified below and disbursed by the trusted that the contractual installment payment.  Name of creditor  Current installment payment  \$0.00  Insert additional claims as needed.  Postpetition utility monthly payments.  The provisions of Section 5.3 are available only if the utility provider I monthly combined payment for postpetition utility services, any postpetition not change for the life of the plan. Should the utility obtain a court order a amended plan. These payments may not resolve all of the postpetition of debtor(s) after discharge.	Debtor(s) <i>ESTIMATE</i> ( <i>S</i> ) that a total of \$0 will be available for distribution to nonpriority unsecure alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4).  The total pool of funds estimated above is <i>NOT</i> the <i>MAXIMUM</i> amount payable to this class of creavailable for payment to these creditors under the plan base will be determined only after audit of the percentage of payment to general unsecured creditors is 0 %. The percentage of payment of allowed claims. Late-filed claims will not be paid unless all timely filed claims have been paid in full. pro-rata unless an objection has been filed within thirty (30) days of filing the claim. Creditors not specincluded in this class.  **Maintenance of payments and cure of any default on nonpriority unsecured claims.**  Check one.  **None.** If "None" is checked, the rest of Section 5.2 need not be completed or reproduced.  The debtor(s) will maintain the contractual installment payments and cure any default in payments which the last payment is due after the final plan payment. These payments will be disbursed by amount will be paid in full as specified below and disbursed by the trustee.  Name of creditor  Current installment payment Amount of arrearage to be paid on the claim spayment.  **So.00 \$0.00**  Insert additional claims as needed.  Postpetition utility monthly payments.  The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid and cot change for the life of the plan. Should the utility obtain a court order authorizing a payment change amended plan. These payments may not resolve all of the postpetition claims of the utility. The utilidebtor(s) after discharge.	Debtor(s) ESTIMATE(S) that a total of \$0 will be available for distribution to nonpriority unsecured creditors.  Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of \$0 slaternative test for confirmation set forth in 11 U.S.C. \$1325(a)(4).  The total pool of funds estimated above is NOT the MAXIMUM amount payable to this class of creditors. Instead, the a available for payment to these creditors under the plan base will be determined only after audit of the plan at time of comple percentage of payment to general unsecured creditors is 0 9. The percentage of payment may change, based up of allowed claims. Late-filed claims will not be paid unless all timely filed claims have been paid in full. Thereafter, all late-file pro-rate unless an objection has been filed within thirty (30) days of filing the claim. Creditors not specifically identified elsew included in this class.  Maintenance of payments and cure of any default on nonpriority unsecured claims.  Check one.  None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced.  The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claim which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim amount will be paid in full as specified below and disbursed by the trustee.  Name of creditor  Current installment payment & Amount of arrearage to be paid on the claim by trustee.  \$0.00 \$0.00 \$0.00 \$0.00  Insert additional claims as needed.  Postpetition utility monthly payments.  The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be amended plan. These payments may not resolve all of the postpetition claims of the utili			

PAWB Local Form 10 (12/17) Page 6 of 9 Chapter 13 Plan

### Doc 30 Filed 11/24/19 Entered 11/25/1990.42.44 1924经 Imaged Debres 19 24152 JAD Certificate of Notice Page 7 of 10

5.4	Other separately classified nonpriority unsecured claims.									
	Check one.									
	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.									
	The allowed nonpriority un	nsecured claims listed below are separa	ns listed below are separately classified and will be treated as follows:							
	Name of creditor	Basis for separate cla treatment	ssification and	Amount of arrearag	rate p	stimated total ayments y trustee				
				\$0.00	0%	\$0.00				
	Insert additional claims as need	ded.								
Par	t 6: Executory Contrac	cts and Unexpired Leases								
0.1	and unexpired leases are rejudence one.  None. If "None" is checked.	I unexpired leases listed below are a ected.  ed, the rest of Section 6.1 need not be of the installment payments will be disk	completed or repro	oduced.		ŕ				
	Name of creditor	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Estimated to payments by trustee					
			\$0.00	\$0.00	\$0.00					
	Insert additional claims as need	ded.			-					
Par	rt 7: Vesting of Propert	v of the Estate								
	3.1	• • • • • • • • • • • • • • • • • • • •								
7.1										

- General Principles Applicable to All Chapter 13 Plans
  - 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
  - 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
  - 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

Page 7 of 9 PAWB Local Form 10 (12/17) Chapter 13 Plan

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- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if *pro se*) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

## Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 8 of 9

## D®ase 19∞24156 Doc 30 Filed 11/24/19 Entered 11/25/19 90 42 44 19 645 Imaged Certificate of Notice Page 9 of 10

Part 10: Signatures

## 10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

<b>X</b> /s/Gary M. Fieber	X	
Signature of Debtor 1	Signature of Debtor 2	
Executed on 11/21/2019	Executed on	
MM/DD/YYYY	MM/DD/YYYY	
<b>X</b> /s/Brian C. Thompson	Date11/21/2019	
Signature of debtor(s)' attorney	MM/DD/YYYY	

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 9 of 9

## Case 19-24152-JAD Doc 30 Filed 11/24/19 Entered 11/25/19 00:42:44 Desc Imaged Certificate of Notice Page 10 of 10

United States Bankruptcy Court Western District of Pennsylvania

In re:
Gary M. Fieber
Debtor

Case No. 19-24152-JAD Chapter 13

## **CERTIFICATE OF NOTICE**

District/off: 0315-2 User: dkam Page 1 of 1 Date Rcvd: Nov 22, 2019 Form ID: pdf900 Total Noticed: 20

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 24, 2019. db +Gary M. Fieber, 102 Golden Eagle Drive, Venetia, PA 15367-1457 +ANS Landscaping, 2150 Washington Road, +Credit Acceptance, 25505 W Twelve Mile Canonsburg, PA 15317-4912 d, Ste 3000, Southfield 15145773 15147187 25505 W Twelve Mile Rd, Southfield MI 48034-8331 +Credit Acceptance Corp., Detroit, MI 48255-1888 15145775 PO Box 551888, +Equitable Gas Company, A Pittsburgh, PA 15212-5339 15145776 Attn: Judy Gawlowski, 200 Allegheny Center, 15145778 +James C. Warmbrodt, Esquire, KML Law Group, PC, 701 Market Street, Suite 5000, Philadelphia, PA 19106-1541 +Jeffrey R. Hunt, Esquire, Pittsburgh, PA 15219-6107 15145779 Goehring Rutter & Boehm, 437 Grant St., 14th Floor, 15145780 +John T. Burns. Esquire, Burns Law Office, 14300 Nicollett Court, Burnsville, MN 55306-4501 +MedExpress Billing, PO Box 7964, Belfast, ME 04915-7900 15145781 PO Box 371412, 15145782 +PA American Water, Pittsburgh, PA 15250-7412 E. McMurray Road, McMurray, P. 5155, Norcross, GA 30091-5155 Peters Twp School District, 15145784 McMurray, PA 15317 15145787 +TSYS Debt Mangement, PO Box 5155, Western District of PA, 15145788 +U.S. Attorneys Office, 4000 U.S. Post Office & Courthouse, 700 Grant Street, Pittsburgh, PA 15219-1906 Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. +E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Nov 23 2019 03:22:33 15145774 Capital One, PO Box 30281, Salt Lake City, UT 84130-0281 +E-mail/Text: cio.bncmail@irs.gov Nov 23 2019 03:16:39 15145777 Internal Revenue Service, PO Box 7346, Philadelphia, PA 19101-7346 +E-mail/Text: RVSVCBICNOTICE1@state.pa.us Nov 23 2019 03:17:00 15145783 PA Department of Revenue, Bankruptcy Division, PO Box 280946, Harrisburg, PA 17128-0946 E-mail/PDF: PRA\_BK2\_CASE\_UPDATE@portfoliorecovery.com Nov 23 2019 03:33:56 15145785 Portfolio Recovery Associates, 120 Corporate Blvd, Suite 100, Norfolk, VA 23502 15156918 E-mail/Text: RVSVCBICNOTICE1@state.pa.us Nov 23 2019 03:17:00 Pennsylvania Department of Revenue, Bankruptcy Division PO Box 280946, Herrisburg, Pa. 17128-0946 +E-mail/Text: jennifer.chacon@spservicing.com Nov 23 2019 03:17:58 15145786 Select Portfolio Servicing, P.O. Box 65250, Salt Lake City, UT 84165-0250 +E-mail/Text: bankruptcy@firstenergycorp.com Nov 23 2019 03:17:17 West Penn 15145789 West Penn Power, 800 Cabin Hill Drive, Greensburg, PA 15606-0001 TOTAL: 7 \*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\* Deutsche Bank National Trust Company, as Trustee, cr TOTALS: 1, \* 0, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 24, 2019 Signature: <u>/s/Joseph Speetjens</u>

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 21, 2019 at the address(es) listed below:

Brian C. Thompson on behalf of Debtor Gary M. Fieber bthompson@ThompsonAttorney.com, blemon@thompsonattorney.com;mgillespie@thompsonattorney.com;bthompson@ecf.courtdrive.com;jgorze@thompsonattorney.com;mswenson@thompsonattorney.com

James Warmbrodt on behalf of Creditor Deutsche Bank National Trust Company, as Trustee, et al... bkgroup@kmllawgroup.com

Office of the United States Trustee ustpregion03.pi.ecf@usdoj.gov

Ronda J. Winnecour cmecf@chapter13trusteewdpa.com

TOTAL: 4